

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
WATER RESEARCH COMMISSION
OF THE
REPUBLIC OF SOUTH AFRICA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the Water Research Commission of the Government of the Republic of South Africa (hereinafter "WRC") hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the WRC (hereinafter "Party" or "Parties") with respect to the earth sciences.

3. This Memorandum is subject to the Agreement Relating to Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of South Africa (hereinafter "Agreement"), signed December 5, 1995.

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centres, institutions, private sector companies and other entities of the two countries.

Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's government, invite other government entities or agencies of the United States and South Africa, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

157 PR

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia; and cooperative research consistent with ongoing programmes of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth-science investigations, including hazards, resources and the environment;
- B. Biology, biological investigations and technical developments;
- C. Geographic and geospatial analysis and investigations;
- D. Water resources and other hydrological investigations; and
- E. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below about specific Project Annexes (hereinafter "PA") in writing before the commencement of specific activities pursuant to this Memorandum.

ARTICLE IV. FEE AND TAX EXEMPTION

1. In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party, relief from taxes, fees, customs, duties and other charges (excluding fees for specific services rendered) levied with respect to:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum;
- B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

2. In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the Party in whose territory they were levied.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and allocation of any intellectual property created or furnished in the course of cooperative activities under this Memorandum, and provisions for the protection of any classified information and unclassified export-controlled information and equipment, shall be governed by Article VIII and Annex A of the 1995 S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or a visit of individuals is contemplated, such activity shall be described in an agreed PA to this Memorandum, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates and funding sources. In the case of any inconsistency between the terms of this Memorandum and the terms of a PA, the terms of this Memorandum shall control.

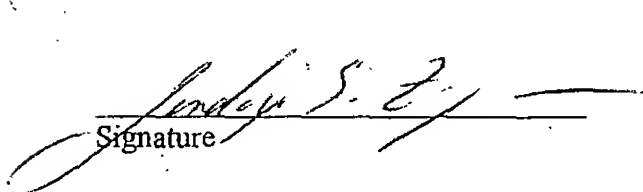
ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force until terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

Done at Reston and Pretoria, in duplicate, in the English language.

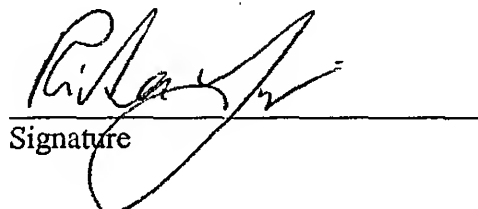
FOR THE UNITED STATES
GEOLOGICAL SURVEY OF
THE DEPARTMENT OF THE
INTERIOR OF THE UNITED
STATES OF AMERICA:

FOR THE WATER RESEARCH
COMMISSION OF THE REPUBLIC
OF SOUTH AFRICA:


Signature

Dr Jendayi Frazer
Ambassador


7 March 2005
Date


Signature

Dr Rivka Kfir
Chief Executive Officer

7 March 2005
Date

I certify that this is a true copy of the original Memorandum of Understanding.


Dee Dee Poole
International Program Specialist
Geology, U.S. Geological Survey

April 19, 2005